

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
GRIFFEY ENGINEERING, INC.
FOR CIVIL ENGINEERING AND SURVEYING SERVICES
(TAX COLLECTOR'S NORTHEAST REGIONAL SERVICE CENTER)
RSQ # 16-0013**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as COUNTY, by and through its Board of County Commissioners, and Griffey Engineering, Inc., a Florida for profit corporation, its successors and assigns, herein referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statements of Qualifications (RSQ) #16-0013 seeking firms qualified to provide civil engineering design, surveying, construction administration and design services for a new Tax Collector's Northeast Regional Service Center; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

The purpose of this Agreement is for CONSULTANT to provide civil engineering design, surveying, construction administration and applicable design services for a new building to be used by the Lake County Tax Collector in the Northeast region of Lake County, Florida, hereinafter referred to as the "Project/Service."

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide all labor, materials and equipment to complete the Project/Service in accordance with the Scope of Services, attached hereto and incorporated herein as **Attachment A**, as modified or clarified by Addendum #1, dated December 15, 2015, attached hereto and incorporated herein by reference as **Attachment B**. It is understood that the Scope of Services may be modified by change order as the Project/Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and

Procedures. A copy of these policies and procedures shall be made available to the CONSULTANT upon request.

3.2 This Agreement shall become effective upon execution the parties, or issuance of a Notice To Proceed by the County's Procurement Manager, and shall remain in effect until such time as the services acquired under this Agreement have been completed, and accepted, by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

3.3 The CONSULTANT shall be solely responsible for obtaining all necessary approvals and permits to complete the Project/Service.

3.4 The CONSULTANT shall remain appropriately licensed and/or employ the services of a subconsultant who is appropriately licensed throughout the course of the Project/Service. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement.

3.5 The CONSULTANT acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the Project/Service. The CONSULTANT further acknowledges that the CONSULTANT has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONSULTANT to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONSULTANT from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONSULTANT on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless such understanding or interpretations are made in writing and incorporated herein by reference.

3.6 CONSULTANT acknowledges and agrees that CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subconsultants, assigned by the CONSULTANT to perform work pursuant to the contract.

3.7 CONSULTANT acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Project/Service assigned to CONSULTANT is being supported in whole or in part by State funding the CONSULTANT shall give preference to the employment of state residents in the performance of the work on the Project/Service if state residents have substantially equal qualifications to those of non-residents. If the CONSULTANT is required to employ state residents, the CONSULTANT shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably

discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

Article 4. Payment

4.1 The COUNTY shall pay and CONSULTANT shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule which is attached as **Attachment C** to this Agreement and which is made a part of this Agreement by reference. A fixed lump sum price represents the CONSULTANT'S base bid plus the optional portion of the Project/Service, including all applicable taxes, materials, labor, supervision, fuel, permits, licenses, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY's purchasing policies and procedures.

4.2 CONSULTANT shall submit progress invoice no later than the tenth (10th) of each month to Facilities and Fleet Management Department, 32400 C.R. 473, Leesburg, Florida 34788. All invoices shall contain the bid number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of contract and its contract may be terminated. Final invoices shall include an original, completed "Certification of Payment to Subconsultants and Suppliers" form, if applicable. The CONSULTANT may receive periodic payments on a thirty (30) day interval for Project/Service tasks completed during that period by the CONSULTANT and approved by the County's Project Manager. The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

4.3 In the event any part of this Agreement or the Project/Service, is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project/Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

Article 5. County Responsibilities

5.1 COUNTY shall designate a County staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of this Agreement.

5.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 6. Special Terms and Conditions

6.1 Qualifications. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education

and professional experience required by the statutes to perform the services contained herein. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6.2 Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

6.3 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

6.4 Assignment of Agreement. This Agreement shall not be assigned except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

6.5 Insurance.

A. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below

will be considered a breach of contract and may result in termination of the contract for default. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section, shall be furnished by CONSULTANT to the COUNTY must be received and accepted by the County prior to execution of this Agreement and/or before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONSULTANT is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (iv) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies, except workers' compensation and professional liability.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificate(s) of insurance shall identify the RSQ number in the Description of Operations section of the Certificate.

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions.

H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or sub-consultant providing such insurance.

I. The CONSULTANT shall be responsible for sub-consultants and their insurance. Sub-consultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

K. Neither approval by COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, shall relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

6.6 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a consultant, supplier or sub-consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.8 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers,

commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

6.9 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

6.10 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY'S expense. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

6.11 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

6.12 **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.13 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.14 Accuracy and Standard of Care. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services due to causes within its reasonable control. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

6.15 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

6.16 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

6.17 Prohibition Against Contingent Fees. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.18 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the Project/Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

6.19 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

Article 7. Miscellaneous Provisions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable.

7.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.11 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the County identifying the requirements of the additional County

department(s).

7.12 CONSULTANT shall act as the prime CONSULTANT for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in sub-consultants shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

7.13 The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

7.14 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.15 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

7.16 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Griffey Engineering, Inc.
406 N. Center Street
Eustis, Florida 32726

If to COUNTY:

County Manager
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800
Fax: 352-343-5618

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

8.2 This Agreement contains the following Attachments, all of which are incorporated herein:

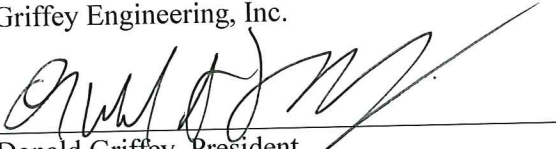
Attachment A
Attachment B
Attachment C

Scope of Services
Addendum
Pricing

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONSULTANT through its duly authorized representative.

CONSULTANT

Griffey Engineering, Inc.


Donald Griffey, President

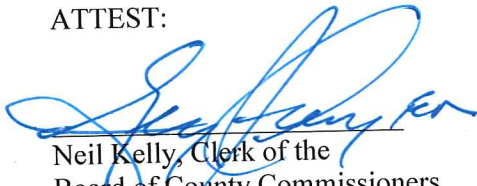

License #: 8082/36799

This 2nd day of MARCH, 2016.

COUNTY


Lake County, Florida

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida
Sean M. Parks
Chairman

This 16 day of March, 2016.

Approved as to form and legality:


Melanie Marsh
County Attorney

ATTACHMENT A

SCOPE OF SERVICES

Lake County is requesting proposals for the civil engineering design, surveying, construction administration, and applicable design services associated with the site design and development aspects of a proposed single story building to be used by the Lake County Tax Collector for a variety of functions. The facility will be constructed and designed in order to effectively provide for the services such as the issuance of Florida driver's licenses and identification cards, license plates and motor vehicle titles, and the processing of concealed weapon permit applications and renewals. The facility is desired in order to serve the Northeast region of Lake County and is to be specifically located in Tavares, Florida. It is estimated at this time that this facility will be an approximately 12,600 sq. ft. building located on a 2.5 acre site. The estimated total project budget (construction, FFE, professional fees, and soft costs) is less than \$3,500,000 and will include but not be limited to site development costs, parking lot for approximately 100 vehicles, site lighting, landscaping, signage, security measures, and building costs.

The Consultant will help coordinate and move this project forward from the civil design through final construction. Project coordination and cooperation with other design professionals from various disciplines is required. The Consultant shall provide detailed construction plans and specifications to comply with the state and local building codes and when complete provide "as built" drawings in hard copy and electronic (AutoCAD and PDF) format.

Minimum work tasks to be provided by the Consultant:

Surveying

The surveying services for project shall be all encompassing to provide the necessary information to perform the design work of the site as well as the adjacent Right of Way (ROW). These services shall include at a minimum the following: evaluation of current boundary survey, performance of a boundary survey as needed from the aforementioned evaluation, topographic survey, location of trees, signs, and any site appurtenances on the site and adjacent ROW, and the location of all wet and dry utilities. All utilities needing connection or could be in possible conflict with proposed work shall be physically located utilizing ground penetrating radar and soft digging. Vertical and horizontal locations of the utilities shall be provided on the survey.

Needs Determination

Work with County Staff on the needs and uses of the building site. Conduct meetings to discuss and develop conceptual designs through final layout determination.

Design Services

The Design Services is all civil engineering services to include but not be limited to site geotechnical evaluation for drainage, building pad, and site design, environmental/endanger species evaluation and permitting, civil engineering design and permitting, and zoning modifications to provide a site design for the successful construction of the building project. Firm shall develop design through a coordinated effort with the County's selected various design professional and the on-call Construction Manager.

Construction Administration

In conjunction with other project design professionals, evaluate and process all submittals, RFIs, change orders, pay applications and all other necessary document as needed for the construction of the project.

WORKSCOPE

SUBCONSULTANT SERVICES

Items in this part of the workscope describe work effort that is necessary for the successful completion of the project. These services are not provided by Griffey Engineering, Inc., and would be performed by subconsultants.

SURVEYING

Surveying of the topography and utilities are necessary for this project. Also included is an as-built survey to document the built site improvements. A copy of the surveyor's proposal is included.

GEOTECHNICAL

Geotechnical exploration of the site is needed for the design of the building foundation, pavement areas and the stormwater management system. A copy of the geotechnical proposal is included.

ENVIRONMENTAL

Environmental services shall include an environmental assessment evaluating on-site endangered or threatened species. Also included, if needed, is follow-up action if regulated species are found. A copy of the environmental proposal is included.

ENGINEERING SERVICES

Items described in this part of the workscope describe work effort provided by Griffey Engineering, Inc.

TASK I: CONCEPTUAL SITE PLAN

Services shall include preparation of a conceptual layout of the site. The concept plan shall be developed using the boundary survey and readily available topographic and utility information.

TASK II: CAD DRAFTING & DESIGN

Services shall include plan preparation and engineering design. Plans shall include both the site plan construction & permitting drawings. Construction & permitting drawings shall include a cover sheet; a development layout; a paving grading, & drainage plan, a utility plan, and construction details & notes.

TASK III: STORMWATER MANAGEMENT

Stormwater management shall include analysis, design, support calculations, and permitting. Due to the size of the project, it qualifies for FDEP 10/2 Self-Certification for state stormwater permitting. This task includes securing the stormwater permit via the self-certification process.

TASK IV: UTILITIES

Services shall include design for water and sewer service connections. This task is based on the assumption that a city water main is readily available, also that the sewer connection will be with a gravity line tie-in to the city's existing gravity system, and that FDEP permitting will not be required. An official permit determination from FDEP will be secured as part of this task.

TASK V: TRAFFIC STUDY

This task shall be the performance of a traffic study in support of the project. Based on the proposed building size and use, the project will require a Tier 1 study per the Lake-Sumter MPO Traffic Impact Study Methodology Guidelines.

TASK VI: LOCAL APPROVALS

Services shall include preparation and submittal of plans, applications and supporting documents to the local review agency (City), attendance at development review meetings, and process coordination. Additional meetings beyond those described would represent requested services and billed on a time and materials (T/M) basis.

TASK VII: CONSTRUCTION COST ESTIMATE

Services shall include the preparation of a construction cost estimate of the proposed site improvements.

TASK VIII: CONSTRUCTION SERVICES

Construction services shall consist of shop drawing review and a minimum amount of review and inspection necessary for Griffey Engineering, Inc. to certify the construction as engineer of record. Also included are periodic responses to requests for information. This task does not include regular construction engineering, inspection or management.

TASK IX: REPRODUCTION

This item is to cover reprographic, printing & copying charges for the production of check prints, plans and reports for submittal to the client and regulatory agencies. This item is a budget amount. Only actual charges accrued will be billed.

TIMEFRAME

Work will begin immediately upon receipt of a Notice to Proceed. Surveying and the environmental assessment will be completed within 3 weeks. A conceptual plan will be submitted to the client within 3 weeks of a Needs Determination meeting and direction by the client to initiate the plan design. Geotechnical work will begin upon client approval of the conceptual plan and will be completed within 3 weeks. The final site plan will be submitted for client review and approval within 4 weeks of the conceptual plan approval.

(352) 357-9922

Fax (352) 357-2890

Stevenot Land Surveying, Inc.

827 North Bay Street • Eustis, Florida 32726

February 26, 2016

Don Griffey
Griffey Engineering, Inc.
406 N. Center Street
Eustis, FL 32726

Dear Mr. Griffey:

Pursuant to your request, the following is the proposal for surveying services for the proposed 2.5 acre Tax Collectors office on David Walker Drive.

Scope of services as follows:

Stevenot Land Surveying, Inc. will provide a topographical survey of the 2.5 acre parcel shown in your e-mail and the easement area from the Northeast property corner Northeasterly to the retention area. The topographical survey will be tied into the existing boundary survey of the 2.5 acre parcel. (Boundary survey to be provided by the client). The topographic survey will include spot elevations recorded throughout site and a 25' overlap on the South and East side of the parcel. Elevations will be recorded at the edges of pavement (both sides) and the centerline of pavement. The underground utilities to be flagged in the field by Central Florida Locating, Inc. Said flagging will include vertical locations in three areas designated by the engineer. Trees within the subject parcel will be located and mapped and two benchmarks will be established on the site and shown on the map. Elevations will be based on NAVD88 datum. Upon completion of the project an as-built survey will be provided of the finished improvements. The total fee for these services is \$6920.00 and is due net 30 days.

To accept this proposal, please sign, date and return copy to my office. If you have any questions, please contact me.

Sincerely,



Ron Stevenot, Jr., P.S.M.

Accepted by _____ Date _____

Central Testing Laboratory

EB 0002407

Engineering & Materials Testing

Reply to:

Leesburg

February 15, 2016

Griffey Engineering, Inc.
406 N Center St
Eustis, FL 32726-3518
352-357-3528

Attention: Mr. Don Griffey, P.E.
Project Engineer

Subject: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Liberty Baptist Utility Assessment Project
Eustis, Lake County, Florida
CTL Proposal No. – 1630014.200

Dear Mr. Griffey:

Central Testing Laboratory, Inc. (CTL) is pleased to present this proposal for providing the Geotechnical Engineering Services for the proposed development at subject project. This proposal has been prepared for the request submitted in the email dated February 11, 2016. This proposal includes a cost of the exploration in accordance with the scope of services outlined in the email.

CTL proposes that the exploration will consist of performing five (5) borings to a depth of thirty (30) feet in the area of the proposed structure. The borings will be drilled using a procedure similar to the Standard Penetration Test (SPT) outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet and at 5-foot intervals, or change in stratification, below 10 feet. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required.

In addition, CTL proposes to perform five (5) auger borings to a depth of six (6) feet within the area of proposed parking and drives and two (2) auger borings to a depth of fifteen (15) feet in the area of the proposed retention pond to determine the general soil profiles and to collect samples for laboratory analysis to determine the physical and engineering characteristics of the materials present. It is proposed that two (2) field permeability tests be performed to determine the drainage characteristics in area of the proposed pond.

During the drilling operations measurements will be made to document water levels on site and estimates made of seasonal high water levels for use in the recovery analysis.

5400 S. Florida Avenue
Inverness, FL 34450
(352) 726-6447

130 Satellite Ct.
Leesburg, FL 34748
(352) 787-1268

Sumter County
(352) 793-3110

Marion County
(352) 622-1186

This document shall not be reproduced, except in full, without prior written approval of Central Testing Laboratory, Inc.

Routine laboratory visual classification will be performed on all samples retrieved along with specific tests deemed necessary (i.e., sieve analysis, Atterberg limits and organic contents, etc.) to assist in the classification process and to determine physical and engineering characteristics of the soils.

Upon completion of the field and laboratory services, all data collected will be reviewed by a professional engineer and assembled into a report to document our findings and present our professional opinions and recommendations for use by the design engineers for site development and support of a planned structure.

Based on our present schedule, we could mobilize our drilling equipment to begin work within one week after receiving authorization to proceed. We expect the field exploration will require 2 to 3 days to complete. Our analysis and report preparation would require an additional 5 to 7 days after completion of the laboratory and field programs, however, verbal results can be provided shortly after completion of the field program.


Based on the aforementioned scope of services and using our standard unit fees, it is estimated that the cost of providing the exploration and engineering will be \$ 6,595.00. An itemized listing of services and estimated costs is presented herewith on the attached Estimate Sheet. CTL will provide the services of this proposal after receipt of a signed Acceptance Sheet included with this proposal.

This proposal is subject to terms of the attached General Conditions and the following terms and conditions: (1) access to the boring locations is to be made available by our client, (2) the proposed boring depths will be adequate, (3) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (4) Central Testing Laboratory will not take responsibility for damages to underground services; their locations are to be provided by the client prior to commencement of the field work, and (5) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential.

If the above mentioned scope of services and time schedule meet with your approval, please sign and return one (1) copy of the attached Proposal Acceptance Sheet to the Leesburg Office. Services will not be performed until authorized.

CTL appreciates the opportunity to provide this proposal for providing these services during this phase of the project. Should you need any additional information, please do not hesitate to contact us at (352) 787-1268, (352) 266-7502 (cell), or via email at tstrouse@ctfl.com

Respectfully submitted,
CENTRAL TESTING LABORATORY


Theodore J. Strouse, P.E.
President

TJS/tjs

Attachments: Estimate sheet
General Conditions
Proposal Acceptance Sheet

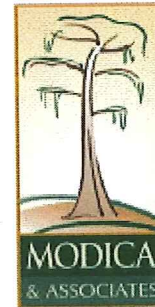
ATTACHMENT A

Geotechnical Services Estimate
 Project: Liberty Baptist Utility Assessment
 Proposal No: 1630014.200

Task Description	Quantity	Unit Meas.	Unit Price	Extended Total
Field Services				
Mobilization of Crew & Equipment	2	LS	\$ 350.00	\$ 700.00
Soil Profile Auger Borings (ponds)	30	LF	\$10.00	\$ 300.00
Soil Profile Auger Borings (parking and drives)	30	LF	\$10.00	\$ 300.00
Field Permeability Test	2	Each	\$200.00	\$ 400.00
Standard Penetration Test Borings	150	LF	\$13.00	\$ 1,950.00
Grout/Plug Bore Holes	150	LF	\$ 3.00	\$ 450.00
Laboratory Services				
SR. Lab Tech (Soil Classification)	3	Hour	\$55.00	\$ 165.00
Technical Services				
Professional Engineer	8.0	Hour	\$125.00	\$ 1,000.00
Staff Engineer	12.0	Hour	\$ 85.00	\$ 1,020.00
Draftsman	4.0	Hour	\$ 55.00	\$ 220.00
Secretary	2.0	Hour	\$ 45.00	\$ 90.00
Estimated Sub Total				\$6,595.00

February 26, 2016

Don Griffey, P.E.
Griffey Engineering, Inc.
406 North Center Street
Eustis, Florida 32726



ENVIRONMENTAL
PLANNING
DESIGN &
PERMITTING

Re: Proposal for Ecological Services (revised)
Liberty Baptist Utility Assessment – Lake County, Florida

Dear Don:

Attached is a revised proposal to provide Ecological Services on the 2.50± acre Liberty Baptist Utility Assessment project area. The property is generally located northeast of the intersection of David Walker Drive and Dora Avenue in Lake County, Florida. The proposal includes an on-site inspection of the project site to determine vegetative composition and wildlife use and a formal coverboard survey to detect the presence of the federally protected sand skink. An Ecological Assessment Report, complete with a GIS map series, will be prepared detailing conditions of the project site and details regarding environmentally-related regulatory agency jurisdiction and development constraints, if any. A Sand Skink Survey Report will also be prepared after completion of the survey.

The deliverable reports will be sufficient to facilitate local government development approval. Based on our cursory review of aerial imagery, it does not appear that wetlands or surface waters are located on this property. Accordingly, the reports outlined above will also be sufficient to facilitate the environmental review component of the Environmental Resource Permitting process.

Modica & Associates, Inc. appreciates the opportunity to provide you with our services. Please contact me if you have any questions regarding the attached proposal.

Sincerely,

Elaine Imbruglia
President

PHONE 352.394.2000 FAX 352.394.1159
303 MOHAWK ROAD, CITRIMENT, FLORIDA 34715
WWW.MODICAANDASSOCIATES.COM

**PROPOSAL FOR ECOLOGICAL SITE ASSESSMENT
LIBERTY BAPTIST UTILITY ASSESSMENT
LAKE COUNTY, FLORIDA
February 26, 2016**

SCOPE OF SERVICES

The following Scope of Services is provided for the 2.50± acre Liberty Baptist Utility Assessment project ("Project"). The property is generally located northeast of the intersection of David Walker Drive and Dora Avenue in Lake County, Florida.

BASE TASKS

Tasks 1 and 2 outlined below represent base work that will need to be completed to facilitate development of the property. These tasks will be required by various regulatory agencies to secure approvals for development.

Task 1: Ecological Site Assessment

1. Review all existing technical information, to include aerial photographs, soils maps, quad maps, and existing literature on listed species that could occur within the project corridor. This research will be done in-office to prepare for the site inspection.
2. Conduct an on-site inspection to evaluate the different land uses and community types, and to determine the wildlife use of the project site. This evaluation will document the vegetation on the project site and a list of wildlife observed, with specific attention given to the presence of wildlife species "listed" by the Florida Fish & Wildlife Conservation Commission (FWC) and the U.S. Fish & Wildlife Service (USFWS). Any wildlife observations of significance (i.e. gopher tortoise burrows) will be recorded using a hand-held GPS. This site inspection will include a comprehensive 100% gopher tortoise survey, but will not include formal surveys for any other listed wildlife. This task includes travel to and from the project site.
3. Prepare a written Ecological Assessment report detailing the results of the on-site inspection. This report will discuss the on-site land uses and wildlife observed on the Project. A map series of the Project will be prepared using ArcGIS software to accompany the report and will include an aerial, soils map, land use map, and a wildlife use map, as applicable. The report will detail permitting requirements and any development constraints associated with wildlife, as applicable. This report will address any requirements associated with Lake County's local ordinances, as applicable, and will be sufficient for submittal for local government development plan approval and Environmental Resource Permit approval through the Water Management District.

Task 1 Cost: \$1,600.00

Task 2: Sand Skink Survey & Report

The U.S. Fish & Wildlife Service (USFWS) Skink Survey Protocol ("Protocol") dated February 2012 states that a coverboard survey is necessary to prove absence of sand skinks on properties having suitable location, elevation and soils. The Project meets all of these criteria. There are some areas of the property that contain dense vegetation (bahia grass) and are not considered suitable for sand skinks; these areas will not be included in the formal coverboard survey.

Please note that the coverboard survey can only be conducted between March 1st and May 15th. It is imperative that the survey be conducted within this timeframe to ensure that the results will be accepted as valid by the USFWS.

Modica & Associates will conduct a sand skink coverboard survey that conforms to the Protocol. The following tasks will be completed:

1. Modica & Associates will coordinate with USFWS to ensure that our survey is being conducted in accordance with the Protocol (i.e. coverboard placement and survey timing). This task includes sending maps of proposed coverboard placement and any other documentation requested by the USFWS.

Cost: **\$350.00**

2. Modica & Associates will deliver and place 100 coverboards within the project site. The coverboards will be placed in a manner consistent with the USFWS Protocol, and consistent with the results of the consultation conducted with USFWS for this property. The USFWS recommends the placement of 2'x 2' plywood boards within suitable sand skink soils at a density of forty (40) boards per acre. The 2.50± acre Project may be considered suitable habitat. Also in accordance with the Protocol, the location of each coverboard will be recorded using a hand-held GPS for mapping and reporting purposes. Note that placement of the coverboards requires removal of vegetation by using a bow rake or other means to ensure full contact of the coverboard with the underlying sand. This task becomes more labor intensive on properties with denser vegetation such as present on the Project.

Beginning exactly 7 days following placement of the coverboards, the underlying substrate will be investigated for the presence of the distinctive tracks that are made as a result of sand skink movement through the sand. The USFWS requires that the coverboards be checked at a frequency of one (1) episode per week (minimum) for four (4) consecutive weeks between March 1 and May 15 of any given year. It is imperative that the survey be conducted during this timeframe as negative results found during surveys conducted outside of this range will not be considered valid. This task includes travel time to and from the site for each inspection.

Cost:	Coverboards:	\$3.25/board x 100 =	\$ 325.00
	Placement of coverboards & GPS location:		\$ 700.00
	Coverboard survey: \$350.00 x 4 events =		\$1,400.00
	Removal of Coverboards:		<u>\$ 350.00</u>
Cost:			\$2,775.00

3. Upon completion of the survey, Modica & Associates will produce a report summarizing the results. The report will include a map series prepared using ArcGIS software, photo documentation of the survey and monitoring data sheets as required by the Protocol.

Cost: \$1,000.00

Task 2 Cost: \$4,125.00

ADDITIONAL TASKS

Tasks 3 and 4 outlined below are provided for informational purposes. It is not anticipated that these tasks will be required to facilitate development of the project site. However, this information is presented to indicate the potential for this work, and the associated budgets.

Task 3: Sand Skink Permitting (Preparation of Habitat Conservation Plan)

It is unknown if sand skinks will be present on the Project. In the event sand skinks are documented on the Project, the following task will be required to facilitate development.

1. Modica & Associates (M&A) will prepare all necessary application information and documentation associated with Section 10(a) of the ESA to facilitate development of the Project. M&A will develop a Habitat Conservation Plan (HCP) for submittal to the USFWS. The HCP will contain detailed information regarding the life history of the sand skink and will document the results of the coverboard survey conducted on the project site. This document will also include a detailed description of the proposed project and the anticipated effects of the project on the sand skink.

As impacts may be anticipated, M&A will develop a compensatory mitigation plan to satisfy requirements recommended by the USFWS. The costs provided below include completing the application, preparation of the HCP document, providing the necessary information about the mitigation site, meetings with the client, project engineer, and USFWS, coordination regarding the site layout, proposed impact areas, and proposed mitigation efforts. The below cost does not include mitigation for impacts (i.e. purchase of Conservation Bank credits).

Costs:

Preparation of Application Form	\$500.00
Compose Habitat Conservation Plan	\$3,500.00
Prepare supporting GIS Maps.....	\$500.00
Develop Mitigation Plan	\$1,000.00
Coordinate with USFWS for Permit Development.....	\$500.00
TOTAL COST	\$6,000.00

Please note that the standard mitigation ratio is 2:1 (mitigation credits : impact acre), and the current Conservation Bank pricing is \$22,500/credit. We will contact all permitted Conservation Banks to ensure that we secure the most cost-effective mitigation credit pricing.

Task 4: Gopher Tortoise Services

Note: A preliminary inspection of the Project was conducted by Modica & Associates during the week of February 8, 2016. *No gopher tortoise burrows were documented on the Project. It is highly unlikely that gopher tortoises will be present on the Project in the future. The costs below are provided for informational purposes in the event that tortoises do move onto the Project. It is not anticipated that Task 3 will be required.*

Survey

1. Modica & Associates will conduct a comprehensive gopher tortoise survey of the project site in strict accordance with the FWC *Gopher Tortoise Permitting Guidelines*. This task will be conducted while on-site for the Ecological Site Assessment conducted under Task 1 of this Scope of Services.

Cost: \$0.00

Permitting

1. Modica & Associates will prepare and submit an application for a "10 or Fewer Burrows Permit" to the Florida Fish & Wildlife Conservation Commission (FWC) for relocation of tortoises. This task includes preparation of all required supporting documentation for the application, which includes a map series of the project site prepared using ArcGIS® software including a recent aerial, soils map, land use map and a map depicting the location of our survey transects and any documented gopher tortoise burrows. This task also includes responding to any Requests for Additional Information (RAI's) issued by the FWC.

Cost: \$1,200.00

2. The FWC has been conducting site inspections of each project prior to permit issuance. If requested by FWC, Modica & Associates will accompany FWC staff on-site to review project conditions and tortoise burrow locations.

Cost: \$350.00

Relocation

1. Relocation efforts typically proceed at a rate of 7-10 burrows per day, depending on site conditions and depth of burrows. This cost estimate assumes that relocation activities will take one day to complete.

Backhoe and Operator:	\$ 900.00
Gopher Tortoise Authorized Agent (Biologist):	\$ 750.00
Cost:	\$1,650.00

2. In the event any of the burrows cannot be excavated using a backhoe, Modica & Associates will set bucket traps to capture the tortoises. This task assumes that up to two bucket traps may be necessary. The FWC *Gopher Tortoise Permitting Guidelines* state that bucket traps must be checked a minimum of once daily for 28 consecutive days, or until a tortoise is captured, whichever comes first.

The need for bucket traps would be identified during the backhoe excavation process. Accordingly, any buckets would be set while the biologist was on-site for the backhoe relocation activities. The cost for checking the bucket traps is provided on a daily basis.

Cost: \$70.00/day (maximum 28 days, \$1,960.00).

After Action Report

1. Following completion of the relocation effort, Modica & Associates will file an After Action Report and input the relocation data into the FWC's online permitting system, as required by the permit conditions.

Cost: \$200.00

Third Party Fees

Mitigation Contribution Fee (payable to FWC)

The Mitigation Contribution Fee for a 10 or Fewer Burrows Permit is a flat fee of \$207.00.

Cost: \$207.00*

**This can be paid directly by Lake County, or Modica & Associates can pay the fee and include the cost on the invoice.*

Recipient Site Fee

The most affordable recipient site has a current rate of \$750/tortoise. The Client will only be billed for the actual number of tortoises recovered from the project site. Assuming the presence of four (4) burrows and using the 50% burrow occupancy assumption outlined in FWC's *Gopher Tortoise Permitting Guidelines*, this proposal assumes the presence and two tortoises.

Cost: \$750.00 X 2 tortoises = \$1,500.00

**The relocation cost will be by backhoe OR by bucket trapping.*

ADDITIONAL TASKS COST*:	Task 3:	\$ 6,000.00
	Task 4:	<u>\$ 5,107.00</u>
	Total:	\$11,107.00

*Will only be conducted if necessary.

Any tasks not detailed in the above Scope of Services can be added at the request of the Client and will be considered Additional Services. Such tasks may include, but are not limited to: wetland delineation, comprehensive wildlife surveys for species other than the gopher tortoise and sand skink, wildlife impact meetings with Client and Engineer, Environmental Resource Permitting, mitigation design work, mitigation monitoring, etc.

Any work not described in the Scope of Services will only be undertaken after being approved by the Client. Mileage is included in the cost presented above. Any work performed and billed on this project which remains unpaid after 60 days from initial billing shall be charged 1.5% interest per month. Any balance remaining unpaid after 90 days from the date of the initial billing shall be deemed in default with reasonable collection and attorney's fees due and payable.

Printed Name	Title
--------------	-------

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Billing address: _____

Billing phone: _____
Billing email: _____
Billing fax: _____
Date authorized
to begin work: _____

ATTACHMENT B

ADDENDUM NO. 1

Date: December 15, 2015

Request for Statement of Qualifications (RSQ) 16-0013

CIVIL ENGINEERING & SURVEYING FOR TAX COLLECTOR'S NORTHEAST REGIONAL SERVICE CENTER

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

This addendum DOES NOT change the date for receipt of bids or proposals.

The purpose of this addendum is to provide answers to various vendor questions received to date under the cited solicitation. **The current due date remains in effect unless specifically changed via formal addenda.**

Question 1: Is there a specific location or address for the site? This will help in determining which jurisdictions are involved as well as site design.

Answer 1: County is under contract to purchase a piece of property off of David Walker Drive in Tavares, FL

Question 2: Is there a building prototype or concept already or a footprint of the proposed Service Center?

Answer 2: Not at this point in time. Currently the County is also soliciting design services for the building under a separate solicitation.

Question 3: The contract states civil engineering and surveying, however, additional disciplines are required for the project such as landscaping, geotechnical, and traffic. Is it the responsibility of the awarded firm to obtain them or does Lake County already have them for this project?

Answer 3: The scope of work reads "requesting proposals for the civil engineering design, surveying, construction administration, and applicable design services associated with the site design and development.....civil engineering services to include but not be limited to site geotechnical evaluation for drainage, building pad, and site design, environmental/endanger species evaluation and permitting, civil engineering design and permitting, and zoning modifications to provide a site design for the successful construction of the building project." Traffic studies or engineering are viewed as applicable design services if required as they are related to the site development. Landscape architecture, however, is handled under the building design solicitation.

Question 4: Do we need to submit an estimate of the permit fees involved or just an estimated timeline? If so, do you have an estimated budget for the site specifically? The RSQ states that the \$3.5 million includes building and construction costs as well.

Answer 4: At this point in time, the County is primarily interested in the project timeline.

Question 5: For Form 5 and Tab F, regarding volume of work, are you looking specifically for projects done for Lake County Board of Commissioners, or do you want a general idea of previous work done? We have done work in Lake County, but not specifically for Lake County or Tavares. Does that hurt us in the firm selection?

Answer 5: The County recommends that you provide what you consider to be the most relevant previous project information.

Question 6: Is there a percentage breakdown of how the firms will be scored? I saw criteria listed, but are some weighed more heavily than others?

Answer 6: Factors are listed in descending order of importance. The County does not evaluate on a point-based process.

ATTACHMENT C

PRICING

The County shall pay and the Consultant shall accept as payment for the services to be preformed and completed pursuant to the terms of this Agreement the following amounts. Other than the fees set forth below, the Consultant shall not be entitled to payment for any additional fees, expenses or costs that it may incur at any time and in connection with its performance under this Agreement.

TASK	DESCRIPTION	FEE
SUBCONSULTANT SERVICES		
	Surveying	\$6,920.00
	Geotechnical	\$6,595.00
	Envrionmental	\$5,725.00
	TOTAL	\$19,240.00
ENGINEERING SERVICES		
Task I	Conceptual Site Plan	\$2,000.00
Task II	CAD Drafting & Design	\$7,500.00
Task III	Stormwater Management	\$3,500.00
Task IV	Utilities	\$1,000.00
Task V	Traffic Study	\$600.00
Task VI	Local Approvals	\$1,500.00
Task VII	Construction Cost Estimate	\$1,000.00
Task VIII	Construction Services	\$2,000.00
Task IX	Printing (200 24x36 pgs @ \$2.50 ea)	\$500.00
	TOTAL	\$19,600.00
GRAND TOTAL *		\$38,840.00

* Does not include application fees.